

DOCUMENT NO. 5126
ADOPTED
12/22/88

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL P-3b
IN THE SOUTH COVE URBAN RENEWAL AREA
PROJECT NO. MASS. R-92

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South Cove Urban Renewal Area, Project No. Mass. R-92, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State, and Federal law; and

WHEREAS, the Quincy School Community Council, Inc. has expressed an interest in and has submitted a satisfactory proposal for the development of Disposition Parcel P-3b in the South Cove Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Quincy School Community Council, Inc. be and hereby is finally designated as Redeveloper of Parcel P-3b in the South Cove Urban Renewal Area.
2. That it is hereby determined that the Quincy School Community Council, Inc. possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by the Quincy School Community Council, Inc. for the redevelopment of Parcel P-3b conform in all aspects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel P-3b to the Quincy School community Council, Inc., said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).



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HUDSON

(TOLL)

TRANSPORTATION

WASHINGTON

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

Form HUD-6004
OMB No. 2501-0001

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Quincy School Community Council, Inc.

b. Address and ZIP Code of Redeveloper:

c. IRS Number of Redeveloper: 885 Washington Street, Boston, MA 02111

23-7209691

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority

(Name of Local Public Agency)

is South Cove

(Name of Urban Renewal or Redevelopment Project Area)

is in the City of Boston, State of Massachusetts

is described as follows²

Parcel P-3b located at 28-32-34-36 Oak Street. The parcel contains about 2,237 square feet of vacant land at 28-32 Oak Street, one three-story brick row house at 34 Oak Street, and one three-story row house with a fourth-floor addition of wood structure at 36 Oak Street.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of State of Massachusetts:

☐ A corporation.

☒ A nonprofit or charitable institution or corporation.

☐ A partnership known as

☒ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

PART I. REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODEPOSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

(See attached)

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper).

NAME, ADDRESS, AND ZIP CODEDESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

N/A

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

See item 5.

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

- ¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

PART I. REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

Form HUD-9000
OMB No. 2520-004

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$ 0
- b. Cost per dwelling unit of any residential redevelopment. \$ 0
- c. Total cost of any residential rehabilitation \$ 0
- d. Cost per dwelling unit of any residential rehabilitation \$ 0

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE	ESTIMATED AVERAGE
	MONTHLY RENTAL	SALE PRICE
0	0	0

- Structures on 34-36 Oak Street will be rehabbed for community service and educational facilities.
- 28-32 Oak Street will be maintained as the play lot used by the day care center operated by the Quincy School Community Council.

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

See attached.

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We) Lawrence W. Long
certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: March 19, 1987

Dated: _____

Lawrence W. Long
Signature
Executive Director
Title

Signature

Title

685 Washington St. Boston MA 02111
Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.
² Penalty for False Certifications Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

4C
SCHAPIRO & MARGOLIN

ATTORNEYS AT LAW

A PROFESSIONAL ASSOCIATION INCLUDING PROFESSIONAL CORPORATIONS

44 SCHOOL STREET

BOSTON, MASSACHUSETTS 02108

(617) 723-7440

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MICHAEL HAYS
DAVID HOFSTETTER
EDWARD F. KELLY

December 14, 1988

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Boston City Hall
Boston, MA

Re: T-NEMC et. al. v. BRA et. al.

Gentlemen:

I am writing to update you on the status of the above litigation. As you are aware, the New England Medical Center (NEMC), Tufts University, and the Tufts New England Medical Center commenced suit against the BRA on June 22, 1988. The litigation was aimed at preventing the BRA from designating the Qunicy School Community Council, Inc. (QSCC) as redeveloper of parcel P-3(b) in the the South Cove Urban Renewal Project. QSCC had been given tentative designation as redeveloper in the spring of 1987, and final designation was to be granted on June 23, 1988.

The medical center claimed in its lawsuit that it had the exclusive right to redevelop this parcel pursuant to the terms of a "cooperation agreement" it had executed with the BRA in January 1966. The medical center procured an ex parte temporary restraining order on June 22, enjoining us from designating QSCC as redeveloper until a hearing could be held on their motion for preliminary injunction.

I was retained to represent the BRA in this matter. Between June 23 and October 31, 1988, I and BRA staff, as well as representatives of the QSCC met with the plaintiffs and their counsel to attempt to reach a mutually agreeable resolution of this matter. In particular we were concerned that the QSCC be able to procure immediate designation while we discussed how the medical center to achieve its goals in the area.

While the discussions were taking place I agreed to volutarily continue to honor the terms of the TRO. By the end of October it was clear that there could be no mutually agreeable resolution of the issues in this case in a timely fashion.

We therefore scheduled a hearing on the motion for preliminary injunction for October 31, 1988, before Judge Murphy of the Suffolk Superior Court. I filed some seventy five pages of briefs and two affidavits in support of our position, before and after the October 31 hearing. QSCC also file affidavits and briefs as did the plaintiffs. The medical center is represented by John Montgomery and Dan Robles of Ropes and Gray.

I basically argued that under the applicable state and federal urban renewal law the "cooperation agreement" was not meant to be a contract which vested property rights in NEMC, but was rather comparable to a mutual statement of intent. I also argued that as a matter of contract law, it was not the type of contract upon which specific performance or injunctive relief could be ordered.

On November 21, 1988, Judge Murphy denied the preliminary injunction. (I had agreed in open court that we would not designate QSCC while the Judge was considering his ruling.) He agreed with our position completely. A copy of his Memorandum and Order is included herein for your review.

Plaintiffs sought review of his decision in the single justice session of the Massachusetts Appeals Court. The justice who heard the case, Justice Dreben, requested briefs by Thursday December 1, 1988. Argument was held on Tuesday December 6, 1988. Justice Dreben refused to overrule Judge Murphy, and so stated from the bench. (She did express the view that the

Page Three
December 14, 1988

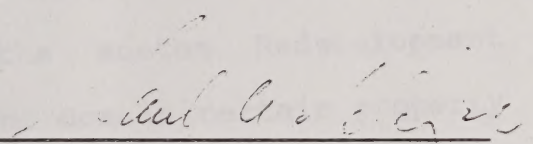
parties should attempt to resolve their difference amicably, however. I represented to her that we had tried in the past, and would continue to endeavor to do so.)

The Board is now free to designate the QSCC as redeveloper of parcel P-3(b). For the reasons we set forth in our briefs and oral arguments to the courts, and for the reasons set forth in the briefs and affidavits of QSCC before the superior court and appeals court, it is important that QSCC be so designated as soon as possible. We have already delayed the designation for five months, which has caused them significant hardship. Further delay could endanger their program. The courts have expressly authorized us, moreover, to make this designation.

I therefore recommend that the Board so designate QSCC at the upcoming board meeting.

As always, I will make myself available to the Board to discuss this litigation in more detail if the members so desire. Full copies of the pleadings in this matter have been supplied to the staff of the BRA and the Chief General Counsel.

Sincerely,


Saul A. Schapiro, Esq.

Copy
Notified
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 88-3649 *B*

TUFTS - NEW ENGLAND MEDICAL CENTER, INC.,
NEW ENGLAND MEDICAL CENTER HOSPITALS, INC.,
and TRUSTEES OF TUFTS COLLEGE,
Plaintiffs

vs.

BOSTON REDEVELOPMENT AUTHORITY,
Defendant

QUINCY SCHOOL COMMUNITY COUNCIL, INC.,
Intervenor

MEMORANDUM OF DECISION AND ORDER ON PLAINTIFFS'
MOTION FOR PRELIMINARY INJUNCTION

LEGAL and FACTUAL BACKGROUND

The plaintiffs ("Medical Center") have filed a motion for preliminary injunction restraining the Boston Redevelopment Authority ("BRA") from taking by eminent domain certain property subject to the 1965 South Cove Urban Renewal Plan and a 1966 Cooperation Agreement between the Medical Center and the BRA. Specifically, the Medical Center seeks determination of its rights in a parcel of property at 28-36 Oak Street, Boston, pursuant to the 1965 Plan and 1965 Agreement. On June 23, 1988, the court issued a temporary restraining order enjoining the BRA from taking any action to vest any third party with rights in the parcel of property. Since the entry of the temporary restraining order, the Medical Center and the BRA have negotiated long-term planning objectives which included addressing the housing needs of the

Chinatown community. On October 27, 1988 the negotiations broke down and the Medical Center filed this motion for preliminary injunction to prevent the BRA from designating the Quincy School Community Council, Inc.' as redeveloper of the parcel of property at 28-36 Oak Street.

The BRA is a "redevelopment authority" created pursuant to G.L. c. 121, § 26 QQ, now G.L. c. 121B, § 4, and an "urban renewal agency" pursuant to G.L. c. 121 B, § 9. The BRA also functions as a "local public agency" pursuant to § 110 of Title I of the National Housing Act of 1949, 42 U.S.C. §§ 1441-1450, et. seq. 42 U.S.C. § 1460(h). Title I of the National of the National Housing Act is the federal statute which created the Slum Clearance and Urban Renewal Program, pursuant to which the 1965 South Cove Urban Renewal Plan was written adopted and implemented. In carrying out its duties as the local public agency and redevelopment authority, the BRA conducts ongoing studies, issues reports, updates urban renewal plans, monitors compliance of redevelopers with requirements of plans and takes actions necessary and proper to insure that the purposes of the original plans are carried out. In this case the South Cove Urban Renewal Project, the final plan was endorsed by the BRA on June 10, 1965. Since this project had components which called for redevelopment by public and nonprofit organizations as well as other developers, the BRA submitted cooperation agreements covering the public and nonprofit components of the plan with its application for approval to the Housing and Home Finance Agency (HHFA), now the Department of Housing and

Urban Development (HUD). The 1966 Cooperation Agreement between the Medical Center and the BRA was executed on January 17, 1966.

DISCUSSION

In deciding a motion for preliminary injunction a "judge initially evaluates in combination the moving party's claim of injury and chance of success on the merits." Packaging Industries Group, Inc. v. Cheney, 380 Mass. 609, 617 (1980). "If the judge is convinced that failure to issue the injunction would subject the moving party to a substantial risk of irreparable harm, the judge must then balance this risk against any similar risk of irreparable harm which granting the injunction would create for the opposing party." Id. Thus, the judge must determine that the [moving party] "had demonstrated that without relief he would suffer irreparable harm, not capable of remediation by a final judgment in law or equity" Commonwealth v. Mass. CRINC, 392 Mass. 79, 87 (1984), citing Cheney, supra at 617 n.11, and that the [moving party has shown] "that there is a likelihood that he would prevail on the merits of the case at trial." Id. Finally, an injunction may be issued "only if the judge concludes that the risk of irreparable harm to a [moving party], in light of his chances of success on his claim outweighs the [opposing party's] probable harm and likelihood of prevailing on the merits of the case." Id. 87-88. See also Brookline v. Goldstein, 388 Mass. 443 (1983).

In cases involving a non-private party, "the standard of requiring a demonstration of immediate irreparable harm, employed in civil litigation as a condition precedent to the granting of

injunctive relief, is not a prerequisite to the allowance of an injunction to the plaintiff. 'When the government acts to enforce a statute or make effective a declared policy of [the Legislature], the standard of public interest and not the requirement of private litigation measure the propriety and need for injunctive relief.'" Commonwealth v. Mass. CRINC, 392 Mass. at 89, quoting United States v. D'Anolfo, 474 F.Supp. 220, 222 (D. Mass. 1979). Thus, before issuing the preliminary injunction, "a judge is required to determine that the requested order promotes public interest, or, alternatively, that the equitable relief will not adversely affect the public." Id. Moreover, in Massachusetts, "a judge need not consider (except in an appropriate case) the public interest in ruling on a motion for preliminary injunction." Hull Municipal Lighting Plant v. Massachusetts Municipal Wholesale Electric Co., 399 Mass. 640, 648 (1987). "In the appropriate case however, the risk of harm to the public may be considered." Id., citing Brookline v. Goldstein, 388 Mass. 443, 447 (1983).

After a review of the record, this court is not satisfied that the Medical Center has adequately demonstrated a substantial risk of irreparable harm if the preliminary injunction is denied. Moreover, this court is not convinced that the Medical Center has shown a substantial likelihood of success on the merits. Even if the plaintiffs would have been able to make such showings convincingly, the risk of irreparable harm to the plaintiffs does not outweigh the harm to the defendants in this case where the

standards of public interest measures the propriety of injunctive relief.

The Medical Center's claim of substantial risk of irreparable harm is based on their allegation that the 1965 South Cove Urban Renewal and the 1966 Cooperation Agreement constituted an express contract granting exclusive rights to develop the parcel in question.

As the BRA claims and this court agrees, the 1965 agreement is not enforceable as contract upon which a decree of injunctive relief or for specific performance could be granted. The Cooperation Agreement constituted an understanding to cooperate jointly in developing the parcel in accordance with the goals of the 1965 Urban Renewal Plan. Thus as an "agreement to agree" on the future as to specific provisions, the 1965 Cooperation Agreement would be an unenforceable contract. See Air Technology Corp. v. General Electric Co., 347 Mass. 613, 626 (1964) (A purported contract which is no more than an agreement to agree in the future on essential terms, or one which does not adequately specify essential terms, ordinarily will be unenforceable). In this case, the purported contract did not specify key terms such as price, time of performance, and the nature and extent of redevelopment of the specific parcel. Such absence of material terms in a purported contract "may prevent any rights or obligations from arising on either side for lack of a completed contract." Rosenfield v. United States Trust Co., 290 Mass. 210, 216 (1935). See also Saxon Theatre Corp. of Boston v. Sage, 347 Mass. 662, 666

(1964); Pappas Industrial Parks, Inc. v. Athena Psarros, 24 Mass. App. Ct. 596, 599 (1987). See also H.F. Humphrey, Jr. v. Newburyport Redevelopment Authority, 6 Mass. App. Ct. 82, 84 (1978) (The parties expressed intention was that subsequent negotiations would lead to the execution of a land disposition agreement, but the Authority's designation of the plaintiffs as a developer did not itself contractually obligate the Authority to convey parcel . . .).

Since the Medical Center has failed to show that express contractual rights to redevelop the parcels exist which would suffer irreparable and because they would not be able to convincingly show that a binding and enforceable contract exists, the motion for preliminary injunction is to be denied.

Even if the Medical Center were able to prove that there is a contract binding the parties and, consequently, that there are exclusive rights created by such alleged contract which would suffer irreparable harm, it would still have to show that the risk of irreparable harm created by denying the injunction outweighs the risk of harm which granting the injunction would create for the BRA and the Chinatown community.

Section 1201 of the 1965 South Cove Urban Renewal Plan contains a provision which allows the BRA to pursue modification of the plans in order to address economic and social needs in the area. Such section provides:

The Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority, provided that, if the general requirements, controls or restrictions applicable to any part of the Project Area shall be modified after lease or sale of

such part, the modification is consented to by the redeveloper or developers of such part . . .

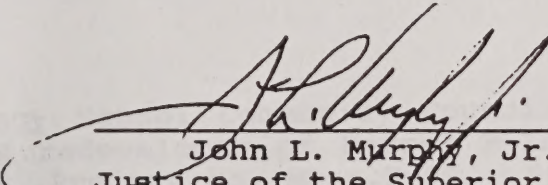
Moreover, the BRA is under a statutory duty to modify urban renewal plans when required by changing economic circumstances. See Commissioner of the Department of Community Affairs v. Boston Redevelopment Authority, 362 Mass. 602, 613-15 (1972) (" . . . change in the economy, change in construction cost, and change in what might constitute the best use of the area demanded constant flexibility in settling on plan designs"). Taking the language of Section 1201 and the decision by the court in Commissioner of the Department of Community Affairs, it is within the authority's power to decide whether, and how, changes in circumstances require modification and amendments to an urban renewal plan. Furthermore, in this case the BRA is acting to enforce a statute or make effective a declared policy of the Legislature and the standard of public interest controls the propriety and need for injunctive relief. Here, the risk of harm to the Chinese community must be considered. The parcel which is the subject of this litigation is the site of two small buildings numbered 34-36 Oak Street in Chinatown. These buildings house community programs and neighborhood services. The increase in population of Chinatown has not been met with an increase in affordable housing units and related community centers. The BRA in exercising its statutory duty has determined that what is needed to accomplish purpose of the 1965 South Cover Urban Renewal Plan is the construction of housing and related facilities which will help the Chinatown

community's continued growth. See also Moskow v. Boston Redevelopment Authority, 349 Mass. 553, 561 (1965); Despatchers Cafe, Inc. v. Somerville Housing Authority, 332 Mass. 259, 263 (1955).

In conclusion, the Medical Center has failed to demonstrate sufficient risk of irreparable harm to warrant injunctive relief and a substantial likelihood of success on the merits. Moreover, when considering the risk of harm to the BRA and the Chinatown community, the balance of equities in this case cuts convincingly in favor of the court's denial of the motion for preliminary injunction.

ORDER

It is hereby ORDERED that the plaintiffs' application for preliminary injunction be DENIED.


John L. Murphy, Jr.

Justice of the Superior Court

DATED: November 16, 1988

MEMORANDUM

December 22, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM WHITNEY, ASSISTANT DIRECTOR
URBAN DESIGN AND DEVELOPMENT

ANTHONY WILLIAMS, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT

TING-FUN YEH, NEIGHBORHOOD PLANNER

SUBJECT: SOUTH COVE URBAN RENEWAL AREA PROJECT NO. MASS. R-92
FINAL DESIGNATION OF THE QUINCY SCHOOL COMMUNITY
COUNCIL, INC. AS THE REDEVELOPER OF PARCEL P-3B, 28-32-
34-36 OAK STREET

EXECUTIVE SUMMARY: This Memorandum requests that the Authority finally designate the Quincy School Community Council, Inc. of 885 Washington Street, Boston, as the redeveloper of Parcel P-3b in the South Cove Urban Renewal Area for the redevelopment of educational and community service facilities.

Background

On May 7, 1987 the Quincy School Community Council (QSCC) was tentatively designated as redeveloper of Parcel P-3b in the South Cove Urban Renewal Area, Project No. Mass.R-92. Parcel P-3b contains about 2,237 square feet of vacant land at 28-32 Oak Street, one three-story brick row house at 34 Oak Street, and one three-story brick row house with a fourth-floor addition of wood structure at 36 Oak Street.

The QSCC, a 501C(3) non-profit organization, is a primary multi-service provider in Boston's Asian community. A wide range of support services is presently offered by the QSCC to over 3,000 clients annually. Since March 1969, the QSCC has been leasing 34 Oak Street from the Authority to serve as its annex. The lease to 36 Oak Street was executed in 1984.

The QSCC has engaged in a three-phase renovation of the properties since the Spring of 1985. The complete rehabilitation through three successive phases will total about \$337,755. As of May of 1988, over \$230,000 has been invested in the first two phases of renovation. Through the efforts of the residents, QSCC staff, City agencies, and private foundations, the renovation of the entire building at 34 Oak Street and the structure of the building at 36 Oak Street has been completed. The formerly

uninhabitable structures are now housing two classrooms for a day care center, two offices for staff and community organizations, and three classrooms which are also alternately used as offices and meeting rooms by staff and community groups. In addition to the Chinatown Community Mural and the Chinatown Children's Mural added to the side walls of the two buildings, a play lot known as the Hundred Hand Park was built on the vacant lot at 28-32 Oak Street with voluntary community efforts.

The QSCC is presently embarking on the third and final phase of the renovation, including redesigning the play lot at 28-32 Oak Street and further improvement of the upper floors, roofing, and the exterior wall of the building at 34 Oak Street. The renovation is scheduled to be completed by June of 1989.

Funding

This final phase of physical improvement of the properties totalling about \$102,700 will follow the precedent of public-private-community joint efforts set by the foregoing two phases of renovations. To date, the QSCC has secured a \$12,000 Grassroots grant by the Public Facilities Commission for the improvement of the play lot with design assistance from the Boston Urban Gardeners. For the renovation of the 34 Oak Street building, the QSCC has obtained a \$5,000 grant by the Polaroid Foundation and a \$40,000 Physical Improvements Program grant by the Public Facilities Commission with the condition that matching funds be raised by the QSCC. In addition, the Public Facilities Department will repeat its offer of technical assistance in design and project management. The QSCC plans to raise the remaining \$45,700 from private funding sources, including the Boston Globe Foundation and the Peabody Charitable Fund.

With the successful completion of the preceding two phases of renovation, the QSCC has demonstrated its capability to finish the final phase of a three-phase renovation. The approval of the final designation will enable the QSCC to secure funding for the completion of the renovation project and provide a permanent resource of critical community services.

In addition, the Authority is requested to forgive the purchase price on the land and to convey Parcel P-3b to the QSCC for one dollar in order to ensure that a wide range of community support programs remain available to the Chinatown community on a non-profit basis. The parcel was appraised at a value of \$12,000.

The upgrading of physical amenities and the expansion of programing capacities resulted from successful redevelopment of Parcel P-3b by the QSCC will directly address the pressing demand in child care, English as Second Language programs, after-school programs and tutoring, and offices and meeting rooms for community organizations. The QSCC has broad-based support from

the Chinatown-South Cove Neighborhood Council, community organizations, Chinatown residents, and members of the Asian community in the Greater Boston area.

It is, therefore, recommended that the Authority finally designate the Quincy School Community Council, Inc. of 885 Washington Street as Redeveloper of Parcel P-3b located at 28-32-34-36 Oak Street in the South Cove Urban Renewal Area.

An appropriate Resolution is attached: